



BellSouth Telecommunications, Inc.

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December 8, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NEXTLINK Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~98-00123~~
CO - 01082

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NEXTLINK Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated November 4, 1999. The first amendment provides that Section 3.4 and 3.5 be deleted and replaced with new Sections 3.4 and 3.5; the second amendment relates to the provision of High Frequency Spectrum Network Elements; the third amendment relates to the provision of copper loops; and the fourth amendment relates to the provision of Enhanced Extended Link.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Dana Shaffer, NEXTLINK Tennessee, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendments to the Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and NEXTLINK Tennessee, Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 98-00123
00-01082

**PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NEXTLINK TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, NEXTLINK Tennessee, Inc. ("NEXTLINK") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated November 4, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NEXTLINK and BellSouth state the following:

1. NEXTLINK and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NEXTLINK. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated several Amendments to the Agreement. The first amendment, dated May 4, 2000, provides that Sections 3.4 and 3.5 be deleted in their entirety and replaced with new Sections 3.4 Demarcation Point and 3.5 NEXTLINK's Equipment and Facilities; the second amendment, dated July 17, 2000, relates to the provision of High Frequency Spectrum Network Elements; the third

amendment, dated July 17, 2000, relates to the provision of copper loops; and the fourth amendment, dated September 8, 2000, relates to the provision of Enhanced Extended Link. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NEXTLINK and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and NEXTLINK within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NEXTLINK and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NEXTLINK and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 5 day of Oct, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail:

Dana Shaffer
NEXTLINK Tennessee, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

NEXTLINK Tennessee, Inc.
Regulatory Department
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

NEXTLINK Communications, Inc.
Regulatory Department
1730 Rhode Island Ave., NW
Suite 1000
Washington, DC 20036

Guy M. Hicks

**AMENDMENT
TO THE INTERCONNECTION
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED November 4, 1999**

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 and approved by the Tennessee Regulatory Authority March 28, 2000 (the "Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement in the state of Tennessee and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Enhanced Extended Link

1.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 1.2 below.

1.2 Definitions

1.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 1.3 following, and subject to the terms and conditions set forth in 1.4.1 below. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the NEXTLINK's POP serving wire center. Except as otherwise explicitly set forth herein, the circuit must be connected to NEXTLINK's switch for the purpose of provisioning telephone exchange service to NEXTLINK's end user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the NEXTLINK's POP and NEXTLINK's collocation space at the POP SWC, as stated in 1.4.1 below.

1.2.3 BellSouth shall make available to NEXTLINK those EEL combinations and transport described in Section 1.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. In addition, BellSouth will make available new combinations of loops and transport network elements in Density Zone 1, as defined in 47 C.F.R 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Fort Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, Except as stated above, other combinations of network elements will be provided to NEXTLINK only to the extent such network elements are Currently Combined.

1.2.4 Additionally, there may be instances wherein NEXTLINK will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the Agreement when unbundled network elements are used for interoffice transport.

1.3 EEL Combinations

1.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

1.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

1.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

1.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

1.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

1.3.6 DS1 Interoffice Channel + DS1 Local Loop

1.3.7 DS3 Interoffice Channel + DS3 Local Loop

1.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

1.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

1.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

1.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

1.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

1.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

1.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

1.4 Special Access Service Conversions

NEXTLINK may not convert special access services to combinations of loop and transport network elements, whether or not NEXTLINK self-provides its entrance facilities (or obtains entrance facilities from a third party), unless NEXTLINK uses the combination to provide a "significant amount of local exchange service," to a particular customer, as defined in 1.4.1 below. To the extent NEXTLINK converts its special access services to combinations of loop and transport network elements at UNE prices, NEXTLINK, hereby, certifies that it is providing a significant amount of local exchange service over such combinations, as set forth in 1.4.1 below. If, based on audits performed as set forth in this section, BellSouth concludes that NEXTLINK is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from NEXTLINK. Notwithstanding any provision in the Parties interconnection agreement to the contrary, BellSouth may only conduct such audits as reasonably

necessary to determine whether NEXTLINK is providing a significant amount of local exchange service over facilities provided as combinations of loop and transport network elements, and, except where noncompliance has been found, BellSouth shall perform such audits no more than once each calendar year. BellSouth shall provide NEXTLINK and the FCC at least thirty days notice of any such audit, shall hire an independent auditor to perform such audit, and shall be responsible for all costs of said independent audit, unless noncompliance is found, in which case NEXTLINK shall be responsible for reimbursement to BellSouth for the reasonable costs of such audit. NEXTLINK shall cooperate with said auditor, and shall provide appropriate records from which said auditor can verify NEXTLINK's local usage certification as set forth in 1.4.1 below. In no event, however, shall BellSouth or its hired auditor require records other than those kept by NEXTLINK in the ordinary course of business.

- 1.4.1 EEL combinations for DS1 level and above will be available only when NEXTLINK provides and handles a significant amount of the end user's local exchange service. NEXTLINK shall be deemed to be providing a significant amount of the end user's local exchange service where NEXTLINK meets one of the three circumstances set forth in 1.4.1.1, 1.4.1.2, or 1.4.1.3 below. NEXTLINK hereby certifies that all requests for EEL combinations, existing or new, shall meet one of these circumstances. Should extraordinary circumstances exist where NEXTLINK is providing a significant amount of local exchange service to an end user but does not qualify under any of these three circumstances, NEXTLINK may petition the FCC for a waiver of these requirements.
- 1.4.1.1 NEXTLINK certifies that it is the exclusive provider of the end user's local exchange service. In such circumstance, the EEL combination(s) must terminate at NEXTLINK's collocation arrangement at at least one BellSouth Central Office. Such EEL combinations may not be connected to other BellSouth tariffed services. NEXTLINK may use the EEL combination(s) that serve that end user to carry any type of traffic; or
- 1.4.1.2 NEXTLINK certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and, for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the EEL combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When such EEL combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. In the circumstance set forth in this subsection, the EEL combination(s) must terminate at NEXTLINK's collocation arrangement in at least one BellSouth Central Office. Such EEL combinations may not be

connected to other BellSouth tariffed services. NEXTLINK may use such EEL combinations to provide other services to the end user, so long as the local usage criteria set forth in this subsection are met; or

- 1.4.1.3 NEXTLINK certifies that it provides originating and terminating local dialtone service on at least 50 percent of the activated channels on a circuit, and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic. Further, the entire loop facility must have at least 33 percent local voice traffic. When such EEL combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. NEXTLINK does not need to provide a defined portion of the end user's local service, but the active channels, and the entire facility, must carry the amount of local exchange traffic specified in this option. In the circumstance set forth in this subsection, collocation is not required. Such EEL combinations may not be connected to other BellSouth tariffed services.

1.5 Rates

- 1.5.1 Subject to Section 1.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.3 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a nonrecurring charge as set forth in Exhibit A to this Amendment. If a rate element is listed as NA in Exhibit A, then the appropriate individual UNE rate listed in Attachment 12 of the existing Interconnection Agreement will apply.

2. All of the other provisions of the Agreement, dated November 4, 1999 and approved by the Tennessee Regulatory Authority March 28, 2000 shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

By: 

Name: R. Gerard Salemm

Title: Senior Vice President

Date: 9-5-00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry D. Hendrix

Title: Senior Director

Date: 9/5/00

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit A
Rates - Page 1

ENHANCED EXTENDED LINKS (EELs)				
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).				
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:			USOC	TN
Recurring Charges				
2-wire VG Loop per month, statewide			UEAL2	\$18.00
2-wire VG Loop per month, Zone 1 (Note 1)			TBD	\$15.92
2-wire VG Loop per month, Zone 2 (Note 1)			TBD	\$20.79
2-wire VG Loop per month, Zone 3 (Note 1)			NA	\$27.18
2-wire VG Loop per month, Zone 4 (Note 1)			NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month			1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month			U1TF1	\$75.83
DS1 Channelized System per month			MQ1	\$165.21
VG (COCI) interface card per month			1D1VG	\$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)				
NRC- DS1 interoffice Facility Termination - 1st			U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l			U1TF1	\$124.84
NRC-2-wire VG Local Loop - 1st			UEAL2	\$103.76
NRC-2-wire VG Local Loop - Add'l			UEAL2	\$65.84
NRC-DS1 Channelization System - 1st			MQ1	\$222.87
NRC-DS1 Channelization System - Add'l			MQ1	\$135.80
NRC-VG(COCl)interface card -1st			1D1VG	\$12.61
NRC-VG(COCl)interface card - Add'l			1D1VG	\$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR			SOMECS	\$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR			SOMAN	\$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st			SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l			SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st			SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l			SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:				
Recurring Charges				
4-wire VG Loop per month, statewide			UEAL4	\$18.00
4-wire VG Loop per month, Zone 1 (Note 1)			TBD	\$15.92
4-wire VG Loop per month, Zone 2 (Note 1)			TBD	\$20.79
4-wire VG Loop per month, Zone 3 (Note 1)			TBD	\$27.18
4-wire VG Loop per month, Zone 4 (Note 1)			NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month			1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month			U1TF1	\$75.83
DS1 Channelized System per month			MQ1	\$165.21
VG (COCl) interface card per month			1D1VG	\$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)				
NRC- DS1 interoffice Facility Termination - 1st			U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l			U1TF1	\$124.84
NRC-4-wire VG Local Loop - 1st			UEAL4	\$103.76
NRC-4-wire VG Local Loop - Add'l			UEAL4	\$65.84
NRC-DS1 Channelization System - 1st			MQ1	\$222.87
NRC-DS1 Channelization System - Add'l			MQ1	\$135.80
NRC-VG(COCl)interface card -1st			1D1VG	\$12.61
NRC-VG(COCl)interface card - Add'l			1D1VG	\$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR			SOMECS	\$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR			SOMAN	\$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st			SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l			SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st			SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l			SOMAN	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop				
Recurring Charges				
2-wire ISDN Loop per month, statewide			U1L2X	\$18.00
2-wire ISDN Loop per month, Zone 1 (Note 1)			TBD	\$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)			TBD	\$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)			TBD	\$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)			NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month			1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month			U1TF1	\$75.83
DS1 Channelized System per month			MQ1	\$165.21
2-wire ISDN(BRI TE COCl) per month			UC1CA	\$3.33

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 2

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
	Non-Recurring Charges - New EEL (Note 2)(Note 3)		
	NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
	NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
	NRC- 2-wire ISDN Local Loop - 1st	U1L2X	\$58.50
	NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	\$31.00
	NRC-DS1 Channelization System -1st	MQ1	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
	NRC-2-wire BRITE(COC)Interface card -1st	UC1CA	\$12.61
	NRC-2-wire BRITE(COC)Interface card -Add'l	UC1CA	\$9.03
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.50
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
	DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
	Recurring Charges		
	4-wire 56kbps Loop per month, statewide	UDL56	\$42.23
	4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	\$36.45
	4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	\$45.87
	4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	\$65.75
	4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
	DS1 Channelized System per month	MQ1	\$165.21
	4-wire 56kbps card COCI per month	1D1DD	\$2.46
	Non-Recurring Charges - New EEL (Note 2) (Note 3)		
	NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
	NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
	NRC-4-wire 56kbps Local Loop - 1st	UDL56	\$643.00
	NRC-4-wire 56kbps Local Loop - Add'l	UDL56	\$421.26
	NRC-DS1 Channelization System -1st	MQ1	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
	NRC-4-wire 56kbps(COC)Interface card -1st	1D1DD	\$12.61
	NRC-4-wire 56kbps(COC)Interface card -Add	1D1DD	\$9.03
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.50
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA
	DS1 Interoffice Channel and 4-wire 64 kbps Local Loop		
	Recurring Charges		
	4-wire 64kbps Loop per month, statewide	UDL64	\$42.23
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	\$36.45
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	\$45.87
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	\$65.75
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
	DS1 Channelized System per month	MQ1	\$165.21
	4-wire 64kbps card COCI per month	1D1DD	\$2.46
	Non-Recurring Charges - New EEL (Note 2) (Note 3)		
	NRC- DS1 interoffice - 1st	U1TF1	\$165.53
	NRC- DS1 interoffice - Add'l	U1TF1	\$124.84
	NRC-4-wire 64kbps Local Loop - 1st	UDL64	\$103.76
	NRC-4-wire 64kbps Local Loop - Add	UDL64	\$65.84
	NRC-DS1 Channelization System -1st	MQ1	\$222.87
	NRC-DS1 Channelization System - Add	MQ1	\$135.80
	NRC-4-wire 64kbps(COC)Interface card -1st	1D1DD	\$12.61
	NRC-4-wire 64kbps(COC)Interface card -Add	1D1DD	\$9.03
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	\$3.50
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA
	NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit A
Rates - Page 3

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).			
DS1 Interoffice Channel and DS1 Interoffice Local Loop:			
Recurring Charges			
DS1 Loop per month, State wide	USLXX	NA	
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	
Non-Recurring Charges - New EEL (Note 2) (Note 3)			
NRC- DS1 interoffice - 1st	U1TF1	NA	
NRC- DS1 interoffice - Add'l	U1TF1	NA	
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	\$3 50	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19 99	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
DS3 Interoffice Channel and DS3 Local Loop:			
Recurring Charges			
DS3 Loop per Facility Termination per month	UE3PX	\$607.28	
DS3 Loop per mile	1L5ND	\$23.76	
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	\$760.20	
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	\$5 89	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- DS3 interoffice - 1st	U1TF3	\$729.27	
NRC- DS3 interoffice - Add'l	U1TF3	\$411.98	
NRC-DS3 Local Loop - 1st	UE3PX	\$829.52	
NRC-DS3 Local Loop - Add'l	UE3PX	\$512.23	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	\$3 50	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19 99	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
STS-1 Interoffice Channel and STS-1 Local Loop:			
Recurring Charges			
STS-1 Loop per Facility Termination per month	UDLS1	\$400.21	
STS-1 Loop per mile	1L5ND	\$30.53	
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$838.65	
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$6 88	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- STS-1 interoffice - 1st	U1TFS	\$961.62	
NRC- STS-1 interoffice - Add'l	U1TFS	\$625.84	
NRC-STS-1 Local Loop - 1st	UDLS1	\$829.52	
NRC-STS-1 Local Loop - Add'l	UDLS1	\$512.23	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	\$3 50	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19 99	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
DS3 Interoffice Channel and DS1 Local Loop:			
Recurring Charges			
DS1 Loop per month, State wide	USLXX	NA	
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	NA	
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	
DS3 Channelized System per month	MO3	NA	
DS3 Interface per month, DS1 COCI	UC1D1	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 4

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].)			
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- DS3 interoffice - 1st	U1TF3	NA	
NRC- DS3 interoffice - Add'l	U1TF3	NA	
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC-DS3 Channelization System - 1st	MQ3	NA	
NRC-DS3 Channelization System - Add'l	MQ3	NA	
NRC-DS1(COC)Interface card - 1st	UC1D1	NA	
NRC-DS1(COC)Interface card -Add'l	UC1D1	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
STS-1 Interoffice Channel and DS1 Local Loop:			
Recurring Charges			
DS1 Loop per month, State wide	USLXX	NA	
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - STS-1 - Facility Termination, per month	U1TFS	NA	
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	
DS3 Channelized System per month	MQ3	NA	
DS3 Interface per month (DS1 COC)	UC1D1	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC- STS-1 interoffice - 1st	U1TFS	NA	
NRC- STS-1 interoffice - Add'l	U1TFS	NA	
NRC-DS3 Channelization System - 1st	MQ3	NA	
NRC-DS3 Channelization System - Add'l	MQ3	NA	
NRC-DS1(COC)Interface card - 1st	UC1D1	NA	
NRC-DS1(COC)Interface card -Add'l	UC1D1	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
2-wire VG Interoffice Channel and 2-wire VG Local Loop:			
Recurring Charges			
2-wire VG Loop per month, statewide	UEAL2	\$18.00	
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$15.54	
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$19.55	
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	\$28.02	
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination, per month	U1TV2	\$18.33	
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	\$0.02	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 2-wire VG interoffice - 1st	U1TV2	\$83.35	
NRC- 2-wire VG interoffice - Add'l	U1TV2	\$20.88	
NRC-2-wire VG Local Loop - 1st	UEAL2	\$192.97	
NRC-2-wire VG Local Loop - Add'l	UEAL2	\$140.72	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	\$3.50	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
4-wire VG Interoffice Channel and 4-wire VG Local Loop:			
Recurring Charges			
4-wire VG Loop per month, statewide	UEAL4	NA	
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 5

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination - per month	U1TV4	NA	
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMECH	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:			
Recurring Charges			
4-wire 56kbps Loop per month, statewide	UDL56	\$42.23	
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	\$15.92	
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	\$20.79	
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	\$27.18	
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination - per month	U1TD5	\$17.74	
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	\$0.17	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 56kbps interoffice - 1st	U1TD6	\$83.35	
NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	\$20.88	
NRC-4-wire 56kbps Local Loop - 1st	U1TD5	\$643.00	
NRC-4-wire 56kbps Local Loop - Add'l	U1TD5	\$421.28	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECH	\$3.50	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:			
Recurring Charges			
4-wire 64kbps Loop per month, statewide	UDL64	\$42.23	
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	\$36.45	
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	\$45.87	
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	\$65.75	
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination - per month	U1TD6	\$17.74	
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	\$0.17	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	\$729.27	
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	\$411.98	
NRC-4-wire 64kbps Local Loop - 1st	UDL64	\$829.52	
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	\$512.21	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECH	\$3.50	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	\$19.99	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	
	USOC	TN	
Local Loop:			
2-Wire Analog Voice Grade Loop - Service Level 1	UEAL2	\$18.00	
Zone 1	TBD	\$15.54	
Zone 2	TBD	\$19.55	
Zone 3	TBD	\$28.02	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UEAL2	NA	
NRC - Add	UEAL2	NA	
NRC - Disconnect Charge - 1st	UEAL2	NA	
NRC - Disconnect Charge - Add	UEAL2	NA	
NRC - Electronic Svc Order, per LSR	SOMECH	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add	SOMAN	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 6

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
	4-Wire Analog Voice Grade Loop	UEAL4	\$18.00	
	Zone 1	TBD	\$15.54	
	Zone 2	TBD	\$19.55	
	Zone 3	TBD	\$28.02	
	Zone 4	TBD	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 1st	UEAL4	NA	
	NRC - Add'l	UEAL4	NA	
	NRC - Disconnect Charge - 1st	UEAL4	NA	
	NRC - Disconnect Charge - Add'l	UEAL4	NA	
	NRC - Electronic Svc Order - per LSR	SOMECC	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
	2-Wire ISDN Digital Grade Loop	U1L2X	\$18.00	
	Zone 1	TBD	\$15.54	
	Zone 2	TBD	\$19.55	
	Zone 3	TBD	\$28.02	
	Zone 4	TBD	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 1st	U1L2X	NA	
	NRC - Add'l	U1L2X	NA	
	NRC - Disconnect Charge - 1st	U1L2X	NA	
	NRC - Disconnect Charge - Add'l	U1L2X	NA	
	NRC - Electronic Svc Order - per LSR	SOMECC	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
	14-Wire 56 kbps Digital Grade Loop	UDL56	\$42.23	
	Zone 1	TBD	\$36.45	
	Zone 2	TBD	\$45.87	
	Zone 3	TBD	\$65.75	
	Zone 4	TBD	NA	
	NRC - Ordinarily Combined in GA (Note 5)			
	NRC - 1st	UDL56	NA	
	NRC - Add'l	UDL56	NA	
	NRC - Disconnect Charge - 1st	UDL56	NA	
	NRC - Disconnect Charge - Add'l	UDL56	NA	
	NRC - Electronic Svc Order - per LSR	SOMECC	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 7

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).				
4-Wire 64 kbps Digital Grade Loop	UDL64	\$42.23		
Zone 1	TBD	\$36.45		
Zone 2	TBD	\$45.87		
Zone 3	TBD	\$65.75		
Zone 4	TBD	NA		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - 1st	UDL64	NA		
NRC - Add'l	UDL64	NA		
NRC - Disconnect Charge - 1st	UDL64	NA		
NRC - Disconnect Charge - Add'l	UDL64	NA		
NRC - Electronic Svc Order, per LSR	SOMECD	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
4-Wire DS1 Digital Loop			USLXX	NA
Zone 1	TBD	NA		
Zone 2	TBD	NA		
Zone 3	TBD	NA		
Zone 4	TBD	NA		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - 1st	USLXX	NA		
NRC - Add'l	USLXX	NA		
NRC - Disconnect Charge - 1st	USLXX	NA		
NRC - Disconnect Charge - Add'l	USLXX	NA		
NRC - Electronic Svc Order, per LSR	SOMECD	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
DS3 Loop				
per mile per month	1L5ND	\$30.53		
facility termination per month	UE3PX	\$400.21		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - Facility Termination - 1st	UE3PX	NA		
NRC - Facility Termination - Add'l	UE3PX	NA		
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA		
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA		
NRC - Manual Svc Order, per LSR	SOMAN	NA		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA		
NRC - Electronic Svc Order, per LSR	SOMECD	NA		
NRC - Electronic Svc Order, per LSR disconnect	SOMECD	NA		
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - Incremental Cost - Manual Svc Order vs. Elect Disconnect 1st	SOMAN	NA		
NRC - Incremental Cost - Manual Svc Order vs. Elect Disconnect Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
STS-1 Loop				
per mile per month	1L5ND	\$30.53		
facility termination per month	UDLS1	\$400.21		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA		
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA		
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA		
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA		
NRC - Manual Svc Order, per LSR	SOMAN	NA		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA		

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 6

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMECD	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAND	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAND	NA	
NRC - STS-1 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAND	NA	
NRC - STS-1 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAND	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCCD	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCCD	\$32.17	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCCD	\$0.00	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCCD	\$0.00	
OC-3 Loop			
per mile per month	1L5ND	\$23.16	
facility termination per month	TBD	\$620.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Add'l	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAND	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAND	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAND	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAND	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCCD	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCCD	\$32.17	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCCD	\$0.00	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCCD	\$0.00	
OC-12 Loop			
per mile per month	1L5ND	\$28.51	
facility termination per month	TBD	\$2,079	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBD	NA	
NRC - OC12 - Facility Termination - Add'l	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAND	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAND	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAND	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAND	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCCD	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCCD	\$32.17	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCCD	\$0.00	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCCD	\$0.00	
OC-48 Loop			
per mile per month	1L5ND	\$93.50	
facility termination per month	TBD	\$1,832	
OC-12 Interface on OC-48 Loop per month	TBD	\$570.54	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Add'l	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC48 - Facility Termination - Manual Svc Order vs. Electronic Disconnect-1st	SOMAND	NA	
NRC - OC48 - Facility Termination - Manual Svc Order vs. Electronic Disconnect-Add'l	SOMAND	NA	
NRC - OC48 - Interface - Manual Svc Order vs. Electronic Disconnect-1st	SOMAND	NA	
NRC - OC48 - Interface - Manual Svc Order vs. Electronic Disconnect-Add'l	SOMAND	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAND	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAND	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAND	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAND	NA	

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit A
Rates - Page 9

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).				
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Local Channels:				
Local Channel - Dedicated - 2-Wire VG				
Monthly Recurring per month	ULDV2	\$19.02		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA		
NRC - 2-wire VG Local Channel - Add'l	ULDV2	NA		
NRC - Electronic Svc Order, per LSR	SOMECC	NA		
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Local Channel - Dedicated - 4-Wire VG				
Monthly Recurring per month	ULDV4	\$20.14		
NRC - Ordinarily Combined in GA (Note 5)				
NRC-4-wire VG Local Channel - 1st	ULDV4	NA		
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA		
NRC - Electronic Svc Order, per LSR	SOMECC	NA		
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Local Channel - Dedicated - DS1				
DS1 Monthly Recurring per month	ULDF1	\$40.27		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - DS1 Local Channel - 1st	ULDF1	NA		
NRC - DS1 Local Channel - Add'l	ULDF1	NA		
NRC - Electronic Svc Order, per LSR	SOMECC	NA		
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Local Channel - Dedicated - DS3			USOC	TN
DS3 Local Channel - per mile per month	1L5NC	\$23.76		
DS3 Local Channel - Facility Termination per month	ULDF3	\$615.65		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - DS3 Local Channel - Facility Termination - 1st	ULDF3	NA		
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA		
NRC - Electronic Svc Order, per LSR	SOMECC	NA		
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 10

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
Local Channel - Dedicated - STS-1			
STS-1 Local Channel - per mile per month	1L5NC	\$25.11	
STS-1 Local Channel - Facility Termination per month	ULDFS	\$615.65	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Channel - OC3			
Local Channel - OC3 - per Mile	TBA	\$23.16	
Local Channel - OC3 - per Facility Termination	TBA	\$620.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Add'l	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Channel - OC12			
Local Channel - OC12 - per Mile	USOC	TN	
Local Channel - OC12 - per Facility Termination	TBA	\$28.51	
Local Channel - OC12 - per Facility Termination	TBA	\$2,079	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Add'l	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Channel - OC48			
Local Channel - OC48 - per Mile	USOC	TN	
Local Channel - OC48 - per Facility Termination	TBA	\$93.50	
Local Channel - OC48 - per Facility Termination	TBA	\$1,832	
Local Channel - OC12 interface on OC48 Facility	TBA	\$570.54	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECD	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 11

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
High Capacity Loops:			
Local Loop - Dedicated - DS3			
DS3 Local Loop - per mile per month	1L5ND	\$30.53	
DS3 Local Loop - per Facility Termination	UE3PX	\$400.21	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	
NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	
NRC - Electronic Svc Order - per LSR	SOMECD	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Loop - Dedicated - STS-1			
STS-1 Local Loop - per mile	1L5ND	\$30.53	
STS-1 Local Loop - per Facility Termination	UDLS1	\$400.21	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	
NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA	
NRC - Electronic Svc Order - per LSR	SOMECD	NA	
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Loop - OC3			
Local Loop - OC3 - per Mile	TBA	\$23.16	
Local Loop - OC3 - per Facility Termination	TBA	\$620.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Add'l	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order - per LSR	SOMECD	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect - 1st	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Loop - OC12			
Local Loop - OC12 - per Mile	TBA	\$28.51	
Local Loop - OC12 - per Facility Termination	TBA	\$2,079	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 12

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - OC12 - Facility Termination - Add'l	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Local Loop - OC48			
Local Loop - OC48 - per Mile	TBA	\$93.50	
Local Loop - OC48 - per Facility Termination	TBA	\$1,832	
Local Loop - OC12 interface on OC48 Facility	TBA	\$570.54	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channels:			
Interoffice Channel - Dedicated - 2-wire VG			
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	\$0.02	
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	\$18.33	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2.4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2.4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - 2.4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - 2.4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channel - Dedicated - 4-wire VG			
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 13

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).				
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - Dedicated - DS0 - 56kbps				
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.17		
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$17.74		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA		
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA		
NRC - Electronic Svc Order, per LSR	SOMECS	NA		
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - Dedicated - DS0 - 64kbps				
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.17		
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.74		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA		
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA		
NRC - Electronic Svc Order, per LSR	SOMECS	NA		
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - Dedicated - DS1				
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35		
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA		
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA		
NRC - Electronic Svc Order, per LSR	SOMECS	NA		
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - Dedicated - DS3 - per mile per month				
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$6.88		
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$840.61		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA		
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA		
NRC - Electronic Svc Order, per LSR	SOMECS	NA		
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 14

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).				
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - Dedicated - STS-1				
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$5.89		
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$760.20		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA		
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA		
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA		
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-STs-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - OC3				
Interoffice Channel - OC3 - per Mile	1L5XX	\$13.45		
Interoffice Channel - OC3 - per Facility Termination	TBA	\$2,124		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - OC3 - Facility Termination - 1st	TBA	NA		
NRC - OC3 - Facility Termination - Add'l	TBA	NA		
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA		
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA		
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA		
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA		
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA		
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		
Interoffice Channel - OC12				
Interoffice Channel - OC12 - per Mile	TBA	\$49.80		
Interoffice Channel - OC12 - per Facility Termination	TBA	\$8,015		
NRC - Ordinarily Combined in GA (Note 5)				
NRC - OC12 - Facility Termination - 1st	TBA	NA		
NRC - OC12 - Facility Termination - Add'l	TBA	NA		
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA		
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA		
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA		
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA		
NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA		
NRC - OC12 - Incremental Cost-Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA		
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)				
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17		
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00		
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00		

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit A
Rates - Page 15

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
Interoffice Channel - OC48			
Interoffice Channel - OC48 - per Mile	TBA	\$106.55	
Interoffice Channel - OC48 - per Facility Termination	TBA	\$11.632	
Interoffice Channel - OC12 interface on OC48 Facility	TBA	\$1.170	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Channelization:			
DS3 Channelization			
DS3 Channelized System per month	MQ3	\$222.98	
DS3 Interface per month (DS1 COCI)	UC1D1	\$3.91	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS3 Channelization - 1st	MQ3	NA	
NRC - DS3 Channelization - Add'l	MQ3	NA	
NRC - Channel Activation - 1st	UC1D1	NA	
NRC - Channel Activation - Add'l	UC1D1	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
OR			
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC - DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
DS1 Channelization			
DS1 Channelized System per month	MQ1	\$165.21	
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$2.46	
VG interface card per month	1D1VG	\$1.25	
2-wire ISDN(BRTE card) per month	UC1CA	\$3.33	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS1 Channelization - 1st	MQ1	NA	
NRC - DS1 Channelization - Add'l	MQ1	NA	
NRC - Channel Activation VG - 1st	1D1VG	NA	
NRC - Channel Activation VG - Add'l	1D1VG	NA	
NRC - Channel Activation OCU-DP - 1st	1D1DD	NA	
NRC - Channel Activation OCU-DP - Add'l	1D1DD	NA	
NRC - Channel Activation BRTE - 1st	UC1CA	NA	
NRC - Channel Activation BRTE - Add'l	UC1CA	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	

**BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit A
Rates - Page 16

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).			
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Access to DCS - Customer Reconfiguration (FlexServ)			
DS1 DSC Termination with DS0 Switching	TBD	TBD	
DS1 DSC Termination with DS1 Switching	TBD	TBD	
DS3 DSC Termination with DS1 Switching	TBD	TBD	
NRC - Ordinarily Combined in GA:			
NRC - Customer Configuration Establishment	TBD	TBD	
NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	
NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	
NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	
NRC- DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD	
NRC- DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD	
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD	
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Notes :			
1) Deaveraged Rates will be effective May 1, 2000			
2) New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region			
Florida - Miami, Orlando, Ft. Lauderdale			
Louisiana - New Orleans			
N. Carolina - Greensboro, Charlotte			
Tennessee - Nashville			
3) Unapproved rates are subject to true up			
4) Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate			
* Examples			
- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel			
- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel			
- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card			
5) The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia			
6) The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit			

**AMENDMENT
TO THE
MASTER INTERCONNECTION AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 9, 1998**

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 (the "Agreement").

WHEREAS, BellSouth and NEXTLINK entered into an Interconnection Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 2.5.3 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby amended by adding new sub-sections 2.5.1.1 through 2.5.1.5, Technical Requirements, and a new Section 2.7 providing for the Unbundled Copper Loops as set forth as set forth in Attachment 1 to this Amendment.
2. The terms and conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.7 as set forth in Attachment 1 to this Amendment.
3. The Terms and Conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.8 as set forth as set forth in Attachment 1 to this Amendment.
4. BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to the copper twisted pair loop combination or UCL; (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the copper twisted pair loop of UCL; and (c) the ability of NEXTLINK to request renegotiation of the terms and conditions herein, including pricing, based on any regulatory proceeding or BellSouth's offering of different terms, conditions, or rates to other parties. The interim rates set forth herein were adopted as a result of a compromise between the parties

and do not reflect either party's position as to final rates for access to the copper twisted pair loop combination or UCL.

5. BellSouth shall make available to NEXTLINK any agreement for the UCL entered into between BellSouth and any other CLEC, consistent with federal and state law. In addition, BellSouth shall make available any standard offering for UCL or xDSL-capable loops developed by BellSouth. If NEXTLINK elects to adopt standard offering, NEXTLINK shall adopt all rates, terms and conditions relating to the UCL or xDSL-capable loops in such agreement.
6. All of the other provisions of the Agreement, dated November 4, 1999 and approved by the Tennessee Regulatory Authority on March 28, 2000, shall remain in full force and effect.
7. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

By: 

Name: R. Gerard Saleme

Title: Senior Vice President

Date: 7/17/00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 7/17/00

**ATTACHMENT 1 TO THE AMENDMENT
DATED _____**

2.5 (cont'd) Technical Requirements

2.5.3.1 For non-service specific loops described in 2.5.3 above (e.g. UCL, loops modified beyond applicable technical standards by NEXTLINK using the Unbundled Loop Modifications (ULM) process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.5.3.2 In cases in which NEXTLINK has requested that BellSouth modify a BellSouth loop in such a way that it no longer meets applicable technical specifications, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. Loops modified in this manner will be ordered and maintained as Unbundled Copper Loops

2.5.3.3 Unbundled Copper Loops

The copper twisted pair loop described in 2.5.3 above shall be known as the Unbundled Copper Loop (UCL) and shall be subject to the rates and terms contained herein.

The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.5.3.4 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.

2.5.3.5 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. NEXTLINK may use the UCL loop for a variety of services, including xDSL (e.g., IDSL and SDSL) services, by attaching appropriate terminal equipment of NEXTLINK's choosing. NEXTLINK will determine the type of service that will be provided over the loop.

2.5.3.6 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level

ATTACHMENT 1 TO THE AMENDMENT
DATED _____

and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.5.3.7 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.5.3.8 Rates

2.5.3.9 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

2.7 Loop Make Up Service Inquiry

2.7.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to NEXTLINK a Loop Make-Up Service Inquiry process that will provide a description of the loop facility for a specific telephone number or the loop facility(ies) (DLC and/or copper) serving a specific address. This information will allow NEXTLINK to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by NEXTLINK.

2.7.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.7.3 This process is available to NEXTLINK based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make-up information for the best available copper loop and the best available loop served by a DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make-up information for the best available loop at that address. "Best available," as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc).

2.7.4 The interval for this Loop Make-Up Service Inquiry process is seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

2.7.5 NEXTLINK shall submit a Service Inquiry for Loop Make-Up to the NEXTLINK account representative or the CRSB. BellSouth will perform the loop make-up and return the completed Loop Make-Up to NEXTLINK. The

**ATTACHMENT 1 TO THE AMENDMENT
DATED _____**

Parties understand that Loop Make-Up is offered in order for NEXTLINK to best determine the type of loop to order at a given location, and that Loop Make-Up will only reserve the facilities for a reasonable standard time interval, currently four business days.

- 2.7.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Makeup Service Inquiry for each state.
- 2.8 Loop Conditioning
 - 2.8.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by NEXTLINK, whether or not BellSouth offers advanced services to the End User on that loop.
 - 2.8.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
 - 2.8.3 BellSouth shall recover the cost of line conditioning requested by NEXTLINK through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).
 - 2.8.4 In those cases where NEXTLINK has requested that BellSouth modify a loop so that it no longer meets the technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
 - 2.8.5 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state. Such rates shall serve as the interim rates, subject to true up, between the Parties upon the establishment of permanent rates.

EXHIBIT A

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	TN Rates
Recurring	UCLPB	\$12.16
Non-Recurring		
Non-Recurring 1st	UCLPB	\$270.01
Non-Recurring Add'l	UCLPB	\$234.63
Manual Svc Ord - 1st	SOMAN	
Manual Svc Ord - Adl	SOMAN	
Manual Svc. Ord - Dis	SOMAN	
Order Coordination 1 st & Add'l.	UCLMC	\$34.29
Disconnect - 1st	UCLPB	\$74.54
Disconnect - Add'l	UCLPB	\$39.14
2-Wire Unbundled Copper Loop (> 18kft)*		
Recurring	UCL2L	\$35.00
Non-Recurring		
Non-Recurring 1st	UCL2L	\$270.01
Non-Recurring Add'l	UCL2L	\$234.63
Manual Svc Ord - 1st	SOMAN	
Manual Svc Ord - Adl	SOMAN	
Manual Svc. Ord - Dis	SOMAN	
Order Coordination 1 st & Add'l.	UCLMC	\$34.29
Disconnect - 1st	UCL2L	\$74.54
Disconnect - Add'l	UCL2L	\$39.14
Unbundled Loop Modification*		
Load Coil/Equipment Removal per pair - Loops up to 18 kft.	ULM2L	\$80.55
Load Coil/Equipment Removal per pair - Loops > 18kft First/Add'l	ULM2G	\$880.08
		\$27.30
Bridged Tap Removal per pair unloaded	ULMBT	\$121.14
Loop Make-Up Service Inquiry*		
Per Service Inquiry	UMKLP	\$233.75

* These rates are interim rates, subject to true-up

AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK Tennessee, Inc. ("NEXTLINK"), as of the 17th of July 2000. (BellSouth and NEXTLINK are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on November 4, 1999, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to NEXTLINK unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

1.0 Attachment 2 of the Agreement shall be amended by adding the following Section 19:

19 HIGH FREQUENCY SPECTRUM NETWORK ELEMENT

19.1 GENERAL

BellSouth shall provide NEXTLINK access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Section 19.4 herein. BellSouth shall provide NEXTLINK with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

19.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow NEXTLINK the ability to provide Digital Subscriber Line ("xDSL") data services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz,

depending on equipment and facilities) for the purposes of providing voice service. NEXTLINK shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. NEXTLINK shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

19.1.2 The following loop requirements are necessary for NEXTLINK to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and NEXTLINK shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 19.4. BellSouth will condition loops to enable NEXTLINK to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and NEXTLINK shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If NEXTLINK requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, NEXTLINK shall pay for the loop to be restored to its original state.

19.1.3 NEXTLINK's meet point is the point of termination for NEXTLINK's or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the NEXTLINK's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the NEXTLINK's xDSL equipment in the NEXTLINK's collocation space.

19.1.4 NEXTLINK shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

19.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTERS

19.2.1 BellSouth will provide NEXTLINK with access to the High Frequency Spectrum as follows:

19.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, NEXTLINK and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 28, 2000, in accordance with the schedule set forth in Exhibit A of this Agreement. Once all splitters ordered by all CLECs on or before April 28, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of NEXTLINK's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and NEXTLINK will reevaluate this forty-two (42) day interval on or before August 1, 2000.

19.2.1.2 On or after June 6, 2000, once a splitter is installed on behalf of NEXTLINK in a central office, NEXTLINK shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

19.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide NEXTLINK access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide NEXTLINK with a carrier notification letter at least 30 days before of such change and

shall work collaboratively with NEXTLINK to select a mutually agreeable brand of splitter for use by BellSouth. NEXTLINK shall thereafter purchase ports on the splitter as set forth more fully below.

19.2.1.4 BellSouth will install the splitter in (i) a common area close to the NEXTLINK collocation area, if possible; or (ii) in a BellSouth relay rack as close to the NEXTLINK DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified NEXTLINK DS0 at such time that a NEXTLINK end user's service is established. The parties shall work collaboratively towards providing NEXTLINK the ability to hard-wire rather than cross connect to the splitter data ports.

19.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and NEXTLINK desires to continue providing xDSL service on such loop, NEXTLINK shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and NEXTLINK desires to continue providing xDSL service on such loop, NEXTLINK shall be required to purchase the full stand-alone loop unbundled network element. BellSouth shall give NEXTLINK notice in a reasonable time prior to disconnect, which notice shall give NEXTLINK an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice.

19.2.1.6 NEXTLINK and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and NEXTLINK agree that NEXTLINK is entitled

to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide NEXTLINK with access to feeder subloops at UNE prices. BellSouth and NEXTLINK will work together to establish methods and procedures for providing NEXTLINK access to the High Frequency Spectrum over fiber fed digital loop carriers by August 1, 2000.

- 19.2.1.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 19.2.1.8 To order the High Frequency Spectrum on a particular loop, NEXTLINK must have a DSLAM, or access to a DSALM, that serves the end-user of such loop. BellSouth shall allow NEXTLINK to order splitters in central offices where NEXTLINK is in the process of collocating or augmenting their current collocation arrangement. BellSouth will begin billing NEXTLINK the Recurring and Non-Recurring charges associated with the splitter once notification of the completed splitter installation is provided to NEXTLINK by BellSouth via the splitter completion notice. BellSouth will install these splitters within the interval provided in paragraph 19.2.1.1.
- 19.2.1.9 BellSouth will devise a splitter order form that allows NEXTLINK to order a portion of the shelf or a full shelf of splitter ports.
- 19.2.1.10 BellSouth will provide NEXTLINK the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 19.2.1.11 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals:

19.2.1.11.1

Lines	FOC or Error notice	After LSR Receipt
1-5	48 hours manual	3 Business days
	Less than 24 hours electronic	
6-10	48 hours manual	5 Business days
	Less than 24 hours electronic	
10 +	48 hours manual	To Be Negotiated

	Less than 24 hours electronic	
--	-------------------------------	--

BellSouth and NEXTLINK will re-evaluate these intervals on or before August 1, 2000. Upon BellSouth's deployment of real-time, flow through ordering systems referenced in 19.2.1.12, BellSouth will provide FOCs and error notification to NEXTLINK in real-time, or as close to real-time as possible, and in no event greater than a monthly average of 4 hours.

- 19.2.1.12 NEXTLINK will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. NEXTLINK and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. In particular, BellSouth will work with NEXTLINK to develop a real-time, mechanized, integratable preordering and ordering functionality with real-time flow through functionality with a target of the 4th Quarter 2000.

19.3

MAINTENANCE AND REPAIR

- 19.3.1 NEXTLINK shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. NEXTLINK may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 19.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. NEXTLINK will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 19.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call NEXTLINK. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).

19.3.4 BellSouth and NEXTLINK will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which NEXTLINK has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

19.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

19.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

19.3.4.3 BellSouth and NEXTLINK will work together to provide NEXTLINK the ability to have remote access to BellSouth's testing capability on a non discriminatory basis for those loops where NEXTLINK has access to the High Frequency Spectrum.

19.3.5 In the event NEXTLINK's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify NEXTLINK and allow twenty-four (24) hours to cure the trouble. If NEXTLINK fails to resolve the trouble, BellSouth may discontinue NEXTLINK's access to the High Frequency Spectrum on such loop.

19.4 PRICING

19.4.1 BellSouth and NEXTLINK agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices

will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon NEXTLINK's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

- 19.4.2 BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

DESCRIPTION	USOC	TN
SYSTEM, SPLITTER - 96 LINE CAPACITY	ULSDA	
Monthly recurring		\$100
Non Recurring - 1st		\$150
Non Recurring - Add'l.		\$0
Non Recurring - Disconnect Only		\$150
SYSTEM, SPLITTER - 24 LINE CAPACITY	ULSDB	
Monthly recurring		\$25
Non Recurring		\$150
Non Recurring - Add'l.		\$0
Non Recurring - Disconnect Only		\$150
LOOP CAPACITY, LINE ACTIVATION - PER OCCURRENCE	ULSDC	
Monthly recurring		\$6.00
Non Recurring - 1st		\$40
Non Recurring - Add'l.		\$22
SUBSEQUENT ACTIVITY - PER OCCURRENCE -	ULSDS	
Non Recurring - 1st		\$30
Non Recurring - Add'l.		\$15

19.4.3 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

2.0 BellSouth shall make available to NEXTLINK any agreement for the High Frequency Spectrum entered into between BellSouth and any other CLEC. If NEXTLINK elects to adopt such agreement, NEXTLINK shall adopt all rates, terms and conditions relating to the High Frequency Spectrum in such agreement.

3.0 In the event of a conflict between the terms of this Amendment and the terms of the Interconnection Agreement, the terms of this Amendment shall prevail.

4.0 All of the other provisions of the Agreement shall remain in full force and effect.

5.0 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.

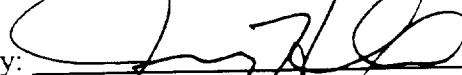
By: 

Name: R. Gerard Salemm

Title: Senior Vice President

Date: 7-27-00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 7/12/00

EXHIBIT A

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 28, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 28, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 28, 2000.

Orders for the first 200 splitters received prior to April 28, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25-splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 28, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
6. In the event there are more than four (4) orders submitted on or before April 28, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
7. Backlogs associated with orders submitted on or before April 28, 2000 will be fulfilled in their entirety before any orders received after April 28, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 28, 2000

8. Irrespective of the Priority List, no orders received after April 28, 2000, will be worked until after all orders received on or before April 28, 2000 have been completed.
9. Once all orders received on or before April 28, 2000, have been worked in their entirety, orders received after April 28, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 28, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, NorthPoint, New
Edge

CLLI

Combined Ranking

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLD SGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41

ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRTFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSE	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47

1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNHG	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99

696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151

293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203

1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255

728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSE	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GI_BONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307

11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALW	AL	319
1066	RLGHNCU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359

527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

**AMENDMENT
TO THE
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Agreement, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Collocation Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and NEXTLINK entered into a Collocation Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Sections 3.4 and 3.5 of the Agreement are deleted in their entirety and substituted in their place are new sections 3.4 and 3.5, as follows:

- 3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between NEXTLINK's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. NEXTLINK shall be responsible for providing, and a supplier certified by BellSouth ("NEXTLINK's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. NEXTLINK or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At NEXTLINK's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. NEXTLINK must make arrangements with a BellSouth Certified Supplier for such placement.
- 3.5 NEXTLINK's Equipment and Facilities. NEXTLINK, or if required by this Agreement, NEXTLINK's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NEXTLINK. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

2. Section 9 of the Agreement is deleted in its entirety and substituted in its place is a new Section 9, as follows:

9. Security

Access. Pursuant to Security and Safety requirements below, NEXTLINK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. NEXTLINK agrees to provide the name and social security number, or date of birth, or driver's license number of each employee, contractor, or agents of NEXTLINK or NEXTLINK's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. NEXTLINK agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NEXTLINK employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with NEXTLINK or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement

Lost or Stolen Access Keys. NEXTLINK shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), NEXTLINK shall pay for all reasonable costs associated with the re-keying

Security and Safety Requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, or authorized agents of NEXTLINK will be permitted in the BellSouth Premises. NEXTLINK shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the NEXTLINK name. BellSouth reserves the right to remove from its premises any employee of NEXTLINK not possessing identification issued by NEXTLINK or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

NEXTLINK will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NEXTLINK employee being considered for work on the BellSouth Premises, for the states/counties where the NEXTLINK employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

NEXTLINK will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

NEXTLINK shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NEXTLINK shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor pedestrian

and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any NEXTLINK personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NEXTLINK chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NEXTLINK may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

For each NEXTLINK employee requiring access to a BellSouth Premises pursuant to this agreement, NEXTLINK shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, NEXTLINK will disclose the nature of the convictions to BellSouth at that time. In the alternative, NEXTLINK may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

At BellSouth's request, NEXTLINK shall promptly remove from the BellSouth's premises any employee of NEXTLINK BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of NEXTLINK is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

Notification to BellSouth. BST reserves the right to interview NEXTLINK's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide 24 hours notice (or shorter notice as may be agreed by the parties as reasonable under the circumstances) to NEXTLINK's Security contact of such interview. NEXTLINK and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NEXTLINK's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill NEXTLINK for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that NEXTLINK's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill NEXTLINK for BellSouth property which is stolen or damaged where an investigation determines the culpability of NEXTLINK's employees, agents, or contractors and where NEXTLINK agrees, in good faith, with the results of such investigation. NEXTLINK shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

3. Attachment 1 of the Amendment, attached hereto, shall be inserted as new rates and provisions into Exhibit B of the Agreement.
4. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Interim Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.


Signature

R. Gerard Salemmc
Printed Name

Senior Vice President
Title

April 19, 2000
Date

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

5/4/00
Date

EXHIBIT 1
Attachment A

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System			
	Security system*	Per Central Office	\$89.48	NA
NA	New Access Card	Per Card	\$0.06	\$56.03
PE1AA	Activation*	Per Card		\$15.71
	Administrative change, existing card*			
PE1AR	Replace lost or stolen card*	Per Card		\$45.93

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, NEXTLINK shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to NEXTLINK. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.